

PURCHASER CERTIFICATION OF COMPLIANCE WITH  
AGREEMENT AND COVENANT NOT TO SUE

Robert W. Richards  
Office of Regional Counsel  
U. S. Environmental Protection Agency, Region 7  
11201 Renner Boulevard  
Lenexa, Kansas 66219

Re: Purchaser Request for Transfer of Covenant Not to Sue  
Prier Brass Superfund Site, Kansas City, Missouri  
Docket No. VII-96-F-0028

Dear Mr. Richards:

In accordance with paragraph 34 of the Agreement and Covenant Not to Sue, Docket No. VII-96-F-0028 ("Agreement"), the undersigned party ("Purchaser") hereby requests that the U.S. Environmental Protection Agency transfer the Covenant Not to Sue currently provided by the United States to Manchester Transfer LLC to new Purchaser, WCA – Kansas City Transfer, LLC. The Agreement was originally entered into by and between the EPA and CST, L.L.P. concerning the real property known as the Prier Brass Superfund Site, encompassing approximately eleven (11) acres, located at 7801 Truman Road in Kansas City, Missouri, ("Property") the effective date of which was June 16, 1997, and transferred to Manchester Transfer LLC in 2004.

Purchaser acknowledges that it has reviewed the Agreement including any modification and notices thereto. Pursuant to paragraph 36, Parties Bound/Transfer of Covenant, Purchaser hereby agrees and certifies that it will comply with the terms of the Agreement and with the Declaration of Covenants and Restrictions ("Deed restrictions") filed pursuant to the Agreement, restricting land uses at the Site.

Purchaser acknowledges that the EPA has requested that Purchaser record with the Jackson County, Missouri Recorder of Deeds an environmental covenant conforming to the Missouri Uniform Environmental Covenants Act. The activity and use limitations the agency would seek in any such environmental covenant would not materially differ from the land use requirements or restrictions with respect to the Property as set forth in the Deed Restrictions. The agency will require the environmental covenant to include subordination of prior interests in the Property as the agency deems necessary, and may require that the Missouri Department of Natural Resources be included as a beneficiary. In the event that an environmental covenant satisfactory to the agency is not recorded during Purchaser's ownership of the property, the EPA would require the recording of such an environmental covenant satisfactory to the agency as a condition to any further assignment of the Agreement and Covenant Not to Sue to subsequent purchasers of the Property.

Purchaser also certifies that:

1. Purchaser has not caused or contributed to the release or threat of release of any Existing Contamination, as that term is defined in the Agreement;
2. Purchaser will not use the Property in any manner that could cause or contribute to the migration or release of Existing Contamination;

3. Purchaser will permit access to the Property as set forth in paragraph 20 of the Agreement;
4. Purchaser will exercise due care at the Site and cooperate with the agency as set forth in paragraph 23 of the Agreement;
5. Purchaser will not interfere with response actions taken on or around the Property;
6. Purchaser agrees to be bound by and subject to the terms of the Agreement, and will act consistently with the terms of the Agreement and Declaration of Covenants and Restrictions; and
7. Purchaser agrees during its ownership of the Property to comply with any environmental covenant conforming to the Missouri Uniform Environmental Covenants Act that may in the future be recorded for the Site and that has activity and use limitations that would not be materially different from the land use requirements or restrictions with respect to the Property as set forth in the Deed Restrictions.

By submission of this letter to the agency, signed by a person authorized to bind the party making this request for transfer of the Covenant Not to Sue, WCA – Kansas City Transfer, LLC is requesting that the agency agrees to the transfer of the Covenant Not to Sue currently held by Manchester Transfer LLC (and formerly by CST, L.L.P.) which provides the rights and benefits set forth in Section VIII., United States' Covenant Not to Sue. If at any time the agency determines that the Purchaser's Certification is materially inaccurate or incomplete, the Covenant Not to Sue shall be null and void and the United States and the agency reserve any and all rights they may have.

The agency has agreed to review this request for transfer of the Covenant Not to Sue referenced above and will send notification of its unreviewable decision to the requester by returning a copy of this letter with the agency's approval or disapproval noted below. Notwithstanding any approval below by the agency, the Covenant Not to Sue transfers only upon closing of the real estate transaction and acquisition of the Property by WCA – Kansas City Transfer, LLC.

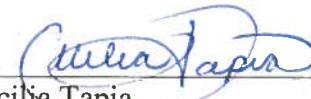
Notices and submissions required under the Agreement shall be sent to the following contact person(s):

Kevin O'Brien, Regional Vice President  
WCA – Kansas City Transfer, LLC  
2211 W. Bennett Street  
Springfield, Missouri 65807

So Acknowledged and Agreed:

  
Date: 7-31-14  
Kevin O'Brien, Regional Vice President  
WCA – Kansas City Transfer, LLC

EPA Approval: ☒ EPA Disapproval: ☐

  
Date: 8/4/14  
Cecilia Tapia  
Director  
Superfund Branch  
EPA Region 7